

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING
JUNE 9, 2014
5:30 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF MAY 27, 2014**
5. **PLANNING & ZONING – FINAL:**
#021 Mims Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 9 Of East Broadmoor Subdivision Unit #2, Less East 39.4 Feet, Less 502 Square Feet To Highway Department From B-3 Commercial To An Additional B-A Zoning To Sell Beverages Of High & Low Alcoholic Content For Consumption On Premise (117 South Dr) **Ben Fidelak**
6. **PLANNING & ZONING - INTRODUCTION:**
#025 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 5 Of East Broadmoor Subdivision, Unit #2, Less 0.011 Acre To Highway Department From B-3 To Additional B-A Zoning To Sell Beverages Of High & Low Alcoholic Content For Consumption On Premise (109 South Dr) **Yolanda Esparza**
7. **ORDINANCES –FINAL:**
#022 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For (1) 2500 KVA 3 Phase Pad Mount Transformer (**Bid No. 0547**)

#023 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Christmas Lighting Supplies (**Bid No. 0548**)

8. **ORDINANCE – INTRODUCTION:**

#024 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Corrected Cooperative Endeavor Agreement With The Corrections Corporation Of America Whereby The City Of Natchitoches And The Corrections Corporation Of America Will Cooperate And Participate In A Program Wherein The Corrections Corporation Of America Will Provide Labor To Produce Hanging Baskets And Other Floral Displays For The City Of Natchitoches And The City Of Natchitoches Will Reimburse Start Up Costs, Provide Plants And Provide Instruction To Inmates

9. **RESOLUTIONS:**

#049 Payne Resolution Authorizing The Mayor To Advertise And Accept Bids For (2) Automatic Transfer Switches
(**Bid No. 0549**)

#050 Stamey Resolution Approving **Work Order Addendum No. Five** To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches To Rehabilitate Runway 17/35 Thresholds And Touchdown Zones At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Five

#051 Morrow Resolution Approving **Work Order Addendum No. Six** To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches For A Drainage Study At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Six

#052 Payne Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The One Beacon Insurance Group Casualty Package Insurance Renewal Effective June 30, 2014 Through June 30, 2015

#053 Nielsen Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The Tenant User Liability Insurance Policy For The Natchitoches Events Center And Beau Jardin For The City of Natchitoches

#054 Morrow Resolution Authorizing The Mayor To Execute An Extension Agreement To A Claims Administration Service Contract Entered Into Between Hammerman & Gainer, Inc. And The City Of Natchitoches, Louisiana Which Will Extend The Term For An Additional Two Year Period From July 1, 2014 Through And Including June 30, 2016

#055 Stamey Resolution Fixing The Time, Day, Date And Place Of Regular Meetings Of The City Council Of The City Of Natchitoches For The Next Twelve Months

- #056 Mims** Resolution Establishing Meeting Times And Places Of:
Natchitoches Planning Commission, Historic District
Commission, Airport Advisory Commission, and
Waterworks District No.1
- #057 Nielsen** Resolution Appointing Stacy McQueary As Clerk Of The
Council For The City Of Natchitoches
- #058 Payne** Resolution Appointing The Auditor For The City Of
Natchitoches
- #059 Morrow** Resolution Appointing The Fiscal Year Agent For The City
Of Natchitoches
- #060 Stamey** Resolution Designating The Natchitoches Times As The
Official Legal Journal For The City Of Natchitoches For
The Next Twelve Months
- #061 Mims** Resolution Appointing Members To The City Planning
Commission For The City Of Natchitoches
- #062 Nielsen** Resolution Appointing Members To The Natchitoches
Historic District Commission For The City Of Natchitoches

MOTION TO ADD RESOLUTION NO. 063 OF 2014 TO THE AGENDA

- #063 Mims** Resolution Fixing The Terms Of Office Of The Directors
Of The Industrial Development Board Of The City Of
Natchitoches, Louisiana, Inc.

10. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be
June 23, 2014.

The Offices of the City of Natchitoches will be **CLOSED**
Friday, **July 4, 2014** in honor of Independence Day

11. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please
contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.
If you wish to address the Council, please complete the "Request to Address City Council" form
located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JUNE 9, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, June 9, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Micky Dove was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the May 27, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 021 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 9 OF EAST BROADMOOR SUBDIVISION UNIT #2, LESS EAST 39.4 FEET, LESS 502 SQUARE FEET TO HIGHWAY DEPARTMENT FROM B-3 COMMERCIAL TO AN ADDITIONAL B-A ZONING TO SELL BEVERAGES OF HIGH & LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.

(117 South Dr.)


WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of May 6, 2014 that the application of **Ben Fidelak** to rezone the property described above from B-3 Commercial to an additional B-A zoning to sell beverages of high & low alcoholic content for consumption on premise (117 South Drive), be **APPROVED**.

THIS ORDINANCE was introduced on May 27, 2014 and published in the *Natchitoches Times* on May 31, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 9th day of June, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of June, 2014 at 10:00 A.M.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on June 9, 2014 as follows:

ORDINANCE NO. 025 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 5 OF EAST BROADMOOR SUBDIVISION, UNIT #2, LESS 0.011 ACRE TO HIGHWAY DEPARTMENT FROM B-3 TO ADDITIONAL B-A ZONING TO SELL BEVERAGES OF HIGH & LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.

(109 South Dr.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of June 3, 2014 that the application of **Yolanda Esparza** to rezone the property described above from B-3 to additional B-A zoning to sell beverages of high and low alcoholic content for consumption on premises (109 South Drive), be **APPROVED**.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 022 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR (1) 2500 KVA 3 PHASE PAD MOUNT TRANSFORMER
(BID NO. 0547)**

WHEREAS, Resolution No.036 of 2014 was passed by the Natchitoches City Council on April 14, 2014 authorizing the Mayor to advertise for bids for (1) 2500 KVA 3 Phase Pad Mount Transformer (Bid No. 0547); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on April 19th and April 26th, 2014, in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- | | |
|---|-------------|
| (1) HD Supply Power Solutions
Little Rock, AR..... | \$33,245.00 |
| (2) Stuart C. Irby Co.,
Shreveport, LA..... | \$39,430.00 |
| (3) Techline, Inc.,
Alexandria, LA..... | \$39,695.00 |

WHEREAS, on May 14, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for (1) 2500 KVA 3 Phase Pad Mount Transformer (Bid No. 0547).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **HD Supply Power Solutions**, of Little Rock, AR in the amount of \$33,245.00.

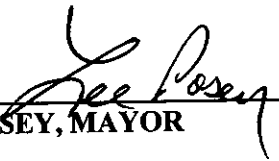
NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on May 27, 2014 and published in the *Natchitoches Times* on May 31, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 9th day of June, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of June, 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

May 14, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid Number 0547 – 2,500 KVA Pad Mount Transformer

Dear Mayor Posey;

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed the three (3) bid proposals for the purchase of one 2500 KVA Pad Mount Transformer.

The committee was unanimous in its decision to award the bid to the lowest bidder, HD Supply Power Solutions, Little Rock, AR, in the amount of \$33,245.00. The other two bidders were Stuart C. Irby Co., Shreveport, LA, in the amount of \$39,430.00 and Techline, Inc., Alexandria LA, in the amount of \$39,695.00.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on May 27, 2014.

Very truly yours,


Don Mims

Councilman at Large


Bryan Wimberly

Director of Utilities


Edd Lee

Director of Purchasing


Pat Jones

Director of Finance

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 023 OF 2014

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO
AWARD THE BID FOR CHRISTMAS LIGHTING SUPPLIES**

BID NO. 0548

WHEREAS, Resolution No. 037 of 2014 was passed by the Natchitoches City Council on April 14, 2014 authorizing the Mayor to advertise for bids for Christmas Lighting Supplies (Bid No. 0548).

WHEREAS, this bid was advertised in the *Natchitoches Times* on April 19th and April 26, 2014 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

(1) Dean Nida & Associates, LLC
Columbus, OH\$68,215.00

WHEREAS, on May 14, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for Christmas Lighting Supplies (Bid No. 0548).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest and only bidder, **Dean Nida & Associates, LLC**, of Columbus, OH in the amount of \$68,215.00.

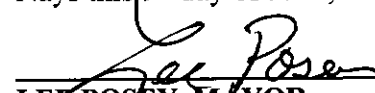
NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on May 27, 2014 and published in the *Natchitoches Times* on May 31, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 9th day of June, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of June, 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

May 14, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0548 – Christmas Lighting Supplies

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed the bid proposal for the purchase of Christmas Lighting Supplies.


The committee was unanimous in its decision to award the bid to the low bidder, Dean Nida & Associates, LLC, Columbus, OH in the amount of \$68,215.00. The bid from Dean Nida was the only bid received.

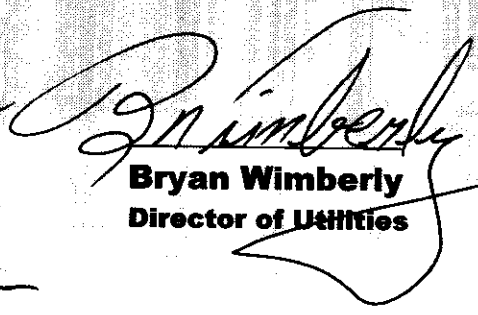
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

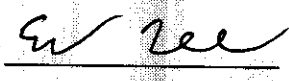
We request ratification of this award at the next meeting of the City Council on May 27, 2014.

Very truly yours,


Don Mims
Councilman At Large


Pat Jones
Director of Finance


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on June 9, 2014 as follows:

ORDINANCE NO. 024 OF 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CORRECTIONS CORPORATION OF AMERICA WHEREBY THE CITY OF NATCHITOCHES AND THE CORRECTIONS CORPORATION OF AMERICA WILL COOPERATE AND PARTICIPATE IN A PROGRAM WHEREIN THE CORRECTIONS CORPORATION OF AMERICA WILL PROVIDE LABOR TO PRODUCE HANGING BASKETS AND OTHER FLORAL DISPLAYS FOR THE CITY OF NATCHITOCHES AND THE CITY OF NATCHITOCHES WILL REIMBURSE START UP COSTS, PROVIDE PLANTS AND PROVIDE INSTRUCTION TO INMATES.

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") desires to reduce the cost associated with the hanging basket displays and other floral arrangements in the City of Natchitoches; and

WHEREAS FURTHER, the Corrections Corporation of America (sometimes hereinafter referred to as "CCA") desires to offer a training program in the preparation of hanging baskets and other floral arrangements to inmates at the Winn Correctional Facility, (sometimes hereinafter referred to as "facility"); and

WHEREAS FURTHER, the City and CCA have entered into Cooperative Agreements in the past with good results for both parties; and

WHEREAS FURTHER, CCA has agreed to provide the labor for the production of hanging baskets and other floral displays for display in the City and the City has agreed to provide training to inmates at the facility and to reimburse start up costs and costs of plants; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the arrangement with CCA will help lower the cost associated with hanging baskets and other floral displays and would thus be beneficial to the welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City and specifically has the right to enter into cooperative agreements; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the CCA for the preparation of hanging baskets and other floral arrangements for the City under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed Cooperative Endeavor Agreement and has approved same; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the Cooperative Endeavor Agreement with the Corrections Corporation of America for the preparation of hanging baskets and other floral arrangements for the City.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**AGREEMENT
BETWEEN
THE CITY OF NATCHITOCHES
AND
CCA OF TENNESSEE, LLC
WINN CORRECTIONAL CENTER
A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
STATE OF LOUISIANA**

This Agreement is made by and between **THE CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, hereinafter referred to as "**CITY**" with address of Post Office Box 37, Natchitoches, Louisiana 71457, represented herein by Lee Posey, Mayor, duly authorized to execute this Agreement by Ordinance No. 024 of 2014, *a certified* copy of which is attached hereto and made a part hereof, and **CCA OF TENNESSEE, LLC, WINN CORRECTIONAL CENTER, A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, STATE OF LOUISIANA**, hereinafter referred to as "**CCA**" or "**Contractor**", represented herein by its duly authorized undersigned officers and/or agents,

BOTH OF WHOM DECLARED AS FOLLOWS:

I. PURPOSE:

This Agreement is entered into for the express purpose of establishing a work assignment of inmates to work for the CITY to assist in the labor needed for the production of hanging baskets and other floral displays for the CITY. CCA will not perform any work that would be covered by any previous contract with an outside organization or union. Said work is to be done by CCA, as funds are available.

II. AUTHORITY:

Louisiana R.S. 15:832.

III. AGREEMENT:

It is understood that the inmate labor provided by CCA are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there is no free worker displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or Parish benefits such as insurance, retirement or leave.

IV. TERMS:

The terms of this agreement shall be specifically related to labor for the production of hanging baskets and other floral displays for the CITY. In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA may immediately suspend the terms of this agreement during the existence of the emergency without prior notice to the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as is practicable. This agreement shall commence on July 1, 2014 and will terminate on June 30, 2015. This agreement may be renewed for additional one (1) year terms each year thereafter upon both parties providing written intentions to renew at least thirty (30) days prior to July 1 of each year. The Agreement may be terminated by mutual agreement of both parties, CCA and the CITY, in writing and with authoritative signatures of both parties, and as otherwise set forth in Subsection C.7 below.

As a cooperative effort between the Department of Public Safety and Corrections, CCA Winn Correctional Center, and the CITY of Natchitoches for the purpose of achieving benefit for the parties and the State of Louisiana, the following agreements are made.

A. The City of Natchitoches agrees to:

1. Assign fully qualified and experienced employees to provide the technical directions for CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or port of the tools, equipment and materials for specified projects.
4. Provide training to inmates at the facilities for the production of hanging baskets and growing of plants for display in the City.
5. Provide all plants, planting materials, containers and start-up costs for production of plant growth and arrangements.
6. The City of Natchitoches is responsible for the pickup and distribution of finished baskets.

B. CCA Winn Correction Center agrees to:

1. Provide all labor associated with growing, maintaining and production of plants as part of the training program under the direction of the City of Natchitoches Horticulturist of the staff of CCA.
2. Furnish inmates assigned to the horticulture class appropriate instruction and promoting growth of plants.
3. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

4. Meet the compliance requirements of Executive Order 11755.
5. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Finance Director, Post Office Box 37, Natchitoches, Louisiana 71458-0037.

C. It is mutually agreed:

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work and financial plan prepared prior to July 1, 2014 through June 30, 2015 and then annually prior to July for each coming year.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The CITY shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the CITY, its employees or agents.
5. Both parties agree and understand that should an assignment inmate trainee opt for "Double Good Time" as provided by L.A.R.S. 15:571.14, that in effect results in diminution of sentence, said wages earned by affected trainee will be deposited in the Inmate Welfare Fund for the betterment of all trainees assigned to CCA Winn Correctional Center.
6. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. Included in the regulation are the SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement form and the Louisiana Criminal Code: La. R.S. 14: 134 Malfeasance in Office Form, both to be signed by the Contractor and made a part of the contract. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Governor, Division of Administration, Department of Public Safety and Corrections/Corrections Services Internal Audit Division, Office of the Inspector General, Federal Government and/or other such designated body the right to inspect, review, and audit all books and records, including those of subcontractors, (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the services rendered under this agreement, (including any and all documents, data, and other materials, in whatever form they may be kept, which support or underlie those books and records). This right extends to all books, records, and data kept by or under the control of the

Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The Contractor further grants full, unrestricted access to all necessary personnel and resources, and will cooperate fully during such inspections, reviews, and audits.

The Contractor agrees such inspections, reviews, and audits may be conducted during normal business hours at the business location(s) where such books, records, and data are maintained and/or stored. Those performing such inspections, reviews, and audits are granted direct access to all data pertaining and supporting services under this agreement, and have a right to use general audit software and other reporting tools against the data files and/or databases. The Contractor further grants the right to audit the Contractor's disaster recovery, and business continuance plans to ensure all books, records, and data will be sufficiently protected in the event of a prolonged outage or disaster.

Contractor is expected to comply with federal and/or state laws regarding an audit of its operation as a whole or of specific program activities. If an audit is performed within the agreement period, for any reason, a copy of the audit engagement letter and final audit report shall be sent to the Office of the Louisiana Legislative Auditor, Office of Inspector General, Department of Public Safety & Corrections/Corrections Services Internal Audit Division, and Department of Corrections Procurement and Contractual Review Division.

7. Either party may terminate this agreement at any time by providing written notice to the other party.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement this day the ____ th day of _____, 20__ :

CITY OF NATCHITOCHES

LEE POSEY, MAYOR

CCA OF TENNESSEE, LLC

TIM KEITH, WARDEN

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS

THOMAS C. BICKHAM, III, DIRECTOR

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 049 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR (2) AUTOMATIC TRANSFER SWITCHES**

BID NO. 0549

WHEREAS, the City wishes to advertise for public bids for (2) Automatic Transfer Switches, Bid No. 0549; and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 4:00 pm on Friday, July 11, 2014 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 pm, on Friday, July 11, 2014 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

BID INVITATION

DATE: June 9, 2014

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0549

BID TITLE: (2) Automatic Transfer Switches

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4:00 PM,

July 11, 2014

AT THE OFFICE OF Edd Lee,
DIRECTOR OF PURCHASING,
1400 SABINE STREET,
NATCHITOCHES, LA 71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:
www.bidexpress.com

For any questions about using the site please
call the help number [888-352-BIDX \(2439\)](tel:888-352-BIDX)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM, July 11, 2014, at the Purchasing Department, 1400 Sabine St, Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

11. Any technical questions concerning specifications shall be directed to Bryan Wimberly, 318-357-3850 or Mike Hilton, P.E. 318-471-3088.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0549

DESCRIPTION	QUANTITY	PRICE EACH
Automatic Transfer Switches	2	\$_____
Total Price	_____	\$_____

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: YES NO
PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS
DISCOUNT TERMS: _____ PER CENT (%)
DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL
EXCEPTIONS HAVE BEEN NOTED WITHIN.

BIDDER	MAILING ADDRESS
SIGNATURE	CITY STATE/ZIP
TYPE/PRINT NAME	DATE
TELEPHONE	TITLE

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 050 OF 2014

A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. FIVE TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHIOCHES TO REHABILITATE RUNWAY 17/35 THRESHOLDS AND TOUCHDOWN ZONES AT THE NATCHITOCHES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. FIVE

(STATE PROJECT H.011301)

(FAA/A.I.P. 3-22-0034-19-2014)

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 12 of 2010; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Five to the Open General Services Agreement with Airport Development Group, Inc., to rehabilitate runway 17/35 thresholds and touchdown zones at the Natchitoches Regional Airport; and

WHEREAS FURTHER, the work described in the Work Order Addendum No. Five to the Open General Service Agreement will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed Work Order Addendum No. Five, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Five with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Five; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Five; and


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Five with ADG, as more fully described on the attached Work Order Addendum No. Five.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to
0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. FIVE
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, PO Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

/ WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 28th day of May 2013, between themselves, and to reduce said amendment to writing:

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic Services:

1. Engineering design for construction project of approximately \$325K of airport improvements:

1. Rehabilitate Runway 17/35 Thresholds and Touchdown Zones

Add the following to Section 1 of the Open General Services Agreement No. One solely for Basic Services for this work item:

1.1 General

1.1.1 **ENGINEER** shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.2 Design Phase

After authorization to proceed from **SPONSOR** with the design phase for the above construction items, **ENGINEER** shall:

1.2.1. In consultation with **SPONSOR**, **FAA**, and other interested parties, determine the extent of the project, and review all available data.

1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.

- 1.2.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).
- 1.2.4 Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.
- 1.2.6 Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures
- 1.2.7 On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.
- 1.2.8 Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids
- 1.2.9 Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.
- 1.2.10 Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.
- 1.2.11 Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents
- 1.2.12 Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.

ENGINEER shall perform Basic Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services, SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Design	- a lump sum fee of \$27,500
DBE Goal/Plan	- a lump sum fee of \$ 5,000.

Total Basic Services	\$ 32,500.
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5.1 2.2 Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of June 2014.

SPONSOR:

CITY OF NATCHITOCHES

By

Lee Posey
Lee Posey, Mayor

Attest:

Hannah Weminger

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

By

Michael B. Corkern, Jr.
Michael B. Corkern, Jr., Associate Principal

Attest:

James Malone
James Malone

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 051 OF 2014

A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. SIX TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHES FOR A DRAINAGE STUDY AT THE NATCHITOCHES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. SIX

(STATE PROJECT H.011301)

(FAA/A.I.P. 3-22-0034-19-2014)

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 12 of 2010; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Six to the Open General Services Agreement with Airport Development Group, Inc., for a Airport Drainage Study at the Natchitoches Regional Airport; and

WHEREAS FURTHER, the work described in the Work Order Addendum No. Six to the Open General Service Agreement will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed Work Order Addendum No. Six, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Six with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Six; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Six; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Six with ADG, as more fully described on the attached Work Order Addendum No. Six.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to
0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. SIX
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, PO Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 28th day of May 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic Services:

1. Airport Drainage Study

The following are added to the Open Agreement for this work item only:

SECTION 1 - Basic Services

1.3 Study Phase

1.3.1. In consultation with **SPONSOR**, and other interested parties, verify the extent of the project, and review all available data.

1.3.2. The drainage study objective is to evaluate existing airport features for hydrology and consistency of storm drainage. Evaluations will include construction historic information, drainage design criteria, record drawings, construction specifications, final construction reports, visual inspections for erosion and sedimentation, pipe measurements, topographic survey, and drainage compatibility with forecast airport developments.

1.3.3. Evaluations will be used to:

1.3.3.1. Report if drainage is causing sink holes near Runway 17/35.

- 1.3.3.2. Provide drainage calculations to compare to current conditions for adequacy of airport drainage features.
- 1.3.3.3. Make recommendations for drainage improvements with project priority ranking and opinion of costs (cost estimates).
- 1.3.4. Use available construction project information and Airport Layout Plans to supplement new topographic survey to determine existing layout, drainage feature sizes, water levels and elevations.
- 1.3.5. Prepare and coordinate with the **SPONSOR** a safety/operations plan for on-airport evaluation activity.
- 1.3.6. Furnish to **SPONSOR** and **FAA** a final report of the pavement evaluation data, conclusions and recommendations. Assist the **SPONSOR** and **FAA** in interpreting the report in order to implement drainage remedies as necessary.

SECTION 4 - PERIOD OF SERVICE (for each item)

- 4.3 After Notice-To-Proceed by **SPONSOR** of the drainage study, the **CONSULTANT** shall proceed with the performance of the services called for in the scope of work; and shall deliver preliminary drainage study to the **SPONSOR**, **FAA** and **STATE** for review and comment within 270 calendar days. Upon receiving comments the **CONSULTANT** shall address comments and provide Final Drainage Study Report within 60 calendar days.
- 4.4 **CONSULTANT's** services under the preliminary design phase and final design phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by **SPONSOR** or 45 days after the date when such submissions are delivered to **SPONSOR** for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the project.
- 4.7 **SPONSOR** shall have the right to cease using the services of the **CONSULTANT** at any time as outlined in this agreement. However, in the event that **SPONSOR** elects to no longer use the **CONSULTANT's** services, **SPONSOR** shall give **CONSULTANT** 30 days written notice of Intent to Terminate. **CONSULTANT** shall be paid for all approved and accepted services provided by the **CONSULTANT** through the date of the Notice to Terminate.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of payment for services and expenses of **CONSULTANT.**

5.1.1. For Basic Services, **SPONSOR** shall pay **CONSULTANT** for basic services rendered under Section I as follows:

5.1.1.1. Amount for Drainage Study:	A lump sum fee of:	\$67,500.00
Amount for Survey:	A not to exceed fee of:	\$30,000.00
Total Basic Services:.....		\$97,500.00

5.1.1.2. Times of payment.

The design fee will be invoiced at the time of **SPONSOR** approval of the final drawings and specifications. Bidding fees will be invoiced upon completion of the bidding process for each project or any part thereof.

If work is abandoned or terminated by **SPONSOR** after obtaining approval by the **SPONSOR** and the FAA of the final construction drawings and specifications, the **SPONSOR** shall reimburse up to 90 percent of the total lump sum as listed above or directed in Section 5.2.

5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of ~~April~~ JUNE 2014.

SPONSOR:

CITY OF NATCHITOCHES

By Lee Posey
Lee Posey, Mayor

Attest: Hannah Wessinger

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

By Michael B. Corkern, Jr.
Michael B. Corkern, Jr., Associate Principal

Attest: James Malone
James Malone

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 052 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT
SERVICES FOR THE ONE BEACON INSURANCE GROUP CASUALTY PACKAGE
INSURANCE RENEWAL EFFECTIVE JUNE 30, 2014 THROUGH JUNE 30, 2015**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the General Liability, Employee Benefit Liability, Law Enforcement Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Auto Liability, Auto Physical Damage, Umbrella and Crime Insurance for the City of Natchitoches and recommends the contract in the amount of \$408,824.00 be awarded to Arthur J. Gallagher Risk Management Services for the period June 30, 2014 through June 30, 2015.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 053 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES FOR THE TENANT USER LIABILITY
INSURANCE POLICY FOR THE NATCHITOCHES EVENTS CENTER
AND BEAU JARDIN FOR THE CITY OF NATCHITOCHES**

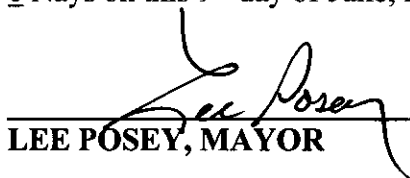
WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Tenant User Liability Insurance for the Natchitoches Events Center and Beau Jardin for the City of Natchitoches and recommend the one-year contract in the amount of \$9,880.00 for the period June 30, 2014 through June 30, 2015 be awarded to Arthur J. Gallagher Risk Management Services.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 054 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION AGREEMENT TO A CLAIMS ADMINISTRATION SERVICE CONTRACT ENTERED INTO BETWEEN HAMMERMAN & GAINER, INC. AND THE CITY OF NATCHITOCHES, LOUISIANA WHICH WILL EXTEND THE TERM FOR AN ADDITIONAL TWO YEAR PERIOD FROM JULY 1, 2014 THROUGH AND INCLUDING JUNE 30, 2016

WHEREAS, the City of Natchitoches ("CITY") entered into a Claims Service Agreement with Hammerman & Gainer, Inc. effective March 15, 2000, for an original term of one year and which said contract extended for successive terms to expire at midnight on June 30, 2014; and

WHEREAS FURTHER, the CITY and Hammerman & Gainer, Inc. have agreed to extend the Claims Service Agreement without interruption for an additional two-year period from July 1, 2014, through and including June 30, 2016; and

WHEREAS FURTHER, the Service Fee shall be \$36,386.00 for each annual period of this Extension Agreement, all in accordance with the attached Extension Agreement.

WHEREAS FURTHER, after having reviewed the attached "Extension Agreement", the City Council of the City of Natchitoches desires to authorize the Mayor to execute the agreement on behalf of the City of Natchitoches.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the "Extension Agreement" to the Claims Administration Services Contract, between the City of Natchitoches and Hammerman & Gainer, Inc. for the period July 1, 2014 through and including June 30, 2016.

This Resolution shall be in full force and effect from and after its adoption.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

**SECOND EXTENSION TO THE CLAIMS SERVICE AGREEMENT BETWEEN
HAMMERMAN & GAINER, INC. AND THE CITY OF NATCHITOCHES, LOUISIANA**

This Second Extension Agreement to the Claims Service Agreement (the Contract) by and between Hammerman & Gainer, Inc. (H&G) and the City of Natchitoches, Louisiana, (the City) is entered into on June 10, 2014 and is effective as of July 1, 2014 represents agreement to the following:

WHEREAS, H&G entered into a Contract with the City to provide claim services effective March 15, 2000;

WHEREAS, H&G and the City amended and extended the Contract for successive terms that expired at midnight on June 30, 2012, and;

WHEREAS, the Contract was further amended and the term extended as of July 1, 2012, up to and including June 30, 2014, under the same terms and conditions as the original Contract and its amendments and extensions;

WHEREAS, H&G and the City desire to further amend the original Contract and extend the term for a period of two (2) years beginning on July 1, 2014 and ending on June 30, 2016;

WHEREAS, the original Contract, and all subsequent amendments, are incorporated by reference as though they were copied in this amendment and extension in their entirety;

NOW THEREFORE, the parties agree as follows:

1. The term of the Contract is extended without interruption to June 30, 2016.
2. The Service Fees shall be \$36,386.00 for each annual period of this Extension Agreement. The first annual Service Fee shall be payable in a lump sum upon the commencement of the term of this Extension Agreement. The second annual Service Fee shall be payable in a slump sum upon the anniversary date of the commencement of the term of this Extension Agreement.
3. All other provisions, conditions and obligations remain unchanged.

IN WITNESS HEREOF, the parties sign this Extension Agreement to the original Contract as their indication of agreement.

CITY OF NATCHITOCHES, LA.

BY Lee Posey

Title Mayor

Date 6/10/14

HAMMERMAN & GAINER, INC.

By [Signature]

Title COO

Date 5/28/2014

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 055 OF 2014

**A RESOLUTION FIXING THE TIME, DAY, DATE AND PLACE
OF REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY
OF NATCHITOCHES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED, by the City Council of the City of Natchitoches, in regular session convened, that in accordance with Section 2.09 of the Home Rule Charter of the City of Natchitoches, that the City Council of the City of Natchitoches will meet in regular session at 5:30 P.M. on the second and fourth Mondays of each month for the next twelve (12) months

BE IT FURTHER RESOLVED, that the place of meeting shall be the Natchitoches Arts Center, 716 Second Street, City of Natchitoches, unless provided otherwise by the Mayor upon public notice.

BE IT FURTHER RESOLVED that special meetings may be held in accordance with the provisions of Section 2.09 of the Home Rule Charter and further providing that notice of the special meeting to be posted at the principal office of the City no less than twenty-four (24) hours in advance of said meeting.

BE IT FURTHER RESOLVED that, at the discretion of the Mayor and Councilmen, an informal meeting may be called to begin at 5:00 p.m. preceding the regularly scheduled City Council meeting to discuss any business deemed prudent and necessary.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Ms. Morrow as follows, to -wit:

RESOLUTION NO. 056 OF 2014

**A RESOLUTION ESTABLISHING MEETING TIMES AND PLACES OF:
NATCHITOCHES PLANNING COMMISSION
HISTORIC DISTRICT COMMISSION
AIRPORT ADVISORY COMMISSION
WATERWORKS DISTRICT NO. 1**

WHEREAS, State law requires that notice of meetings of governing bodies and agencies thereof must be published in accordance with the provisions of Louisiana R.S. 42:7.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches that the Planning Commission of the City of Natchitoches shall meet in regular session at 5:30 P.M. on the first Tuesday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Historic District Commission for the City of Natchitoches shall meet at 5:00 P.M. on the first Monday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Airport Advisory Commission will meet 5:00 P.M. on the third Monday of each month, except December, at the Natchitoches Regional Airport Terminal located at 450 Wallenberg Drive, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Waterworks District No. 1 shall meet at 5:30 P.M. on the fourth Monday of each month at the Waterworks District Office, Sibley Lake.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 057 OF 2014

**A RESOLUTION APPOINTING STACY McQUEARY
AS CLERK OF THE COUNCIL
FOR THE CITY OF NATCHITOCHES**


BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Lee Posey that Stacy McQueary be appointed as Clerk of the Council for the City of Natchitoches, in accordance with Section 2.08 of the Home Rule Charter, and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 058 OF 2014

**A RESOLUTION APPOINTING THE AUDITOR
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Lee Posey that the firm of Johnson, Thomas and Cunningham be appointed as City Auditor for the City of Natchitoches for the period of May 31, 2014 through May 31, 2015; and

BE IT FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 059 OF 2014

**A RESOLUTION APPOINTING THE FISCAL AGENT
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that Ordinance No. 44 of 2013 of the Natchitoches City Council awarded MidSouth Bank the contract for Fiscal Agent for the City of Natchitoches; and

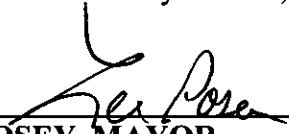
BE IT FURTHER RESOLVED that the Council does hereby take cognizance of the recommendation of Mayor Lee Posey that MidSouth Bank, Natchitoches, LA, be appointed as Fiscal Agent for the City of Natchitoches for the term June 1, 2014 through May 31, 2015; and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 060 OF 2014

**A RESOLUTION DESIGNATING *THE NATCHITOCHES TIMES*
AS THE OFFICIAL LEGAL JOURNAL FOR THE CITY OF
NATCHITOCHES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED by the City Council of the City of Natchitoches in regular session convened that *The Natchitoches Times* is hereby designated as the official legal journal for the City of Natchitoches for the next twelve months.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 061 OF 2014

**A RESOLUTION APPOINTING MEMBERS TO THE CITY
PLANNING COMMISSION FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Mayor of the City of Natchitoches has submitted the following names for appointment to the Natchitoches City Planning Commission to-wit:

1. **Charles Whitehead, III**
2. **Bobby Claiborne**
3. **Eric Davis**
4. **Thomas Burns**
5. **Betsy Widhalm**
6. **Rickey McCalister**
7. **Jamie Flanagan**
8. **John Bonnette**

WHEREAS FURTHER, Section 24-17 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor, with consent of the Natchitoches City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches that they hereby acknowledge the appointment of the above individuals to the City Planning Commission and hereby approve and consent to same.

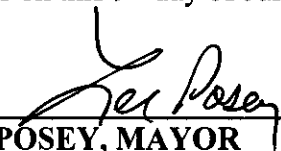
BE IT FURTHER RESOLVED that the Commission shall have such powers and duties as are provided in R. S. 33:101, et seq.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

Ms. Morrow asked Mrs. Fowler if those serving on the commission were in regular attendance to the meetings. Ms. Fowler stated there are two members who are not always able to be there, but the attendance record shows the members make at least 6 meetings per year. Ms. Morrow stated if there are people that are not going to the meetings we need to find someone suitable to serve on that commission. She stated it is important for the members to be there when important business comes through. Ms. Fowler stated if the Mayor would like to make a recommendation she would be happy to discuss it. The commission used to be comprised of 9 members and it has been a while since anyone new has been added. Mr. Stamey stated that being on the commission is a thankless job and the current members do a great job.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 062 OF 2014

**A RESOLUTION APPOINTING MEMBERS TO THE
NATCHITOCHES HISTORIC DISTRICT COMMISSION
FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Mayor of the City of Natchitoches has submitted the following names for appointment to the Natchitoches Historic District Commission as follows, to-wit:

1. **Jared Dunahoe**
2. **Dr. Virginia Crossno**
3. **Mrs. Sharon Gahagan**
4. **Dr. Steve Horton**
5. **Mrs. Theresa Vallien**
6. **Mrs. Melissa Robinson**
7. **Mrs. Marion Salter**

WHEREAS FURTHER, Ordinance No. 31 of 1986 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor with consent of the Council

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches that they hereby acknowledge the appointment of the above individuals to the Natchitoches Historic District Commission and hereby approve and consent to same.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO 063 OF 2014

**RESOLUTION FIXING THE TERMS OF OFFICE OF THE DIRECTORS
OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF
NATCHITOCHES, LOUISIANA, INC.**

WHEREAS, the City of Natchitoches, in its endeavors to promote and attract industry, organized the Industrial Development Board of the City of Natchitoches, Louisiana, Inc. (the "IDB"), and

WHEREAS, the Natchitoches City Council affirmed the appointment of the members of the Board of Directors of the IDB by Resolution No. 016 of 2012, adopted on April 23, 2012; and

WHEREAS, La. R.S. 51:1156(A)(2) provides that the directors of the IDB shall be elected by the governing body of the City, and they shall be so elected that they shall hold office for six-year overlapping terms, and this City Council wishes to establish and confirm the terms of office of the current members of the IDB;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, State of Louisiana, that pursuant to La. R.S. 51:1156(A)(2) the terms of the directors of the IDB, as appointed by Resolution No. 016 of 2012, shall be as follows:

<u>Name of Director</u>	<u>Term</u>	<u>Beginning of Term</u>	<u>End of Term</u>
Andrew Vallien	2 Years	April 23, 2012	April 23, 2014*
Gary DeBlieux	4 Years	April 23, 2012	April 23, 2016
C.E. Dranguet, Jr.	4 Years	April 23, 2012	April 23, 2016
Charles "Chuck" Bourg	6 Years	April 23, 2012	April 23, 2018
Francis Conine	6 Years	April 23, 2012	April 23, 2018

*The initial term of Andrew Vallien having expired on April 23, 2014, he is hereby reappointed to serve a second six-year term ending April 23, 2020.

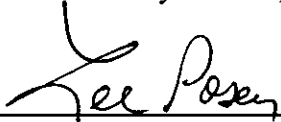
As provided by La. R.S. 51:1156(A)(2), if at the expiration of any term of office of any director a successor thereto has not been elected, then the director whose term of office has expired shall continue to hold office until his successor shall be so elected.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: **Payne, Nielsen, Mims, Stamey, Morrow**
NAYS: **None**
ABSENT: **None**
ABSTAIN: **None**

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays on this 9th day of June, 2014.



LEE POSEY, MAYOR

Mayor Posey thanked everyone who worked on the sidewalk along East Fifth, overlay at the corner of Texas and Second Street, the tennis courts and baseball fields are complete, and the work on the swimming pool. I appreciate everyone's hard work on these projects that we have been able to complete.

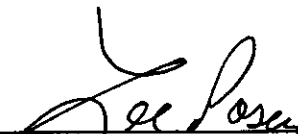
Ms. Morrow thanked Mr. Braxton and Mrs. Fowler for helping her get some things done and working together as a team. She then mentioned on June 21st at 10:00 a.m. there will be a Juneteenth Celebration at the Arts Center. They will be talking about training programs for our youth and she invited the Council to attend.

The next scheduled City Council Meeting will be Monday, June 23, 2014.

The offices of the City of Natchitoches will be closed Friday, July 4, 2014 in honor of Independence Day.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:13 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE